

## **FULL AND FINAL RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the sum of THIRTY THOUSAND DOLLARS (\$30,000.00) paid to Jerry Martinez (RELEASOR) does hereby forever, release, acquit and discharge THE STATE OF NEW MEXICO, THE NEW MEXICO DEPARTMENT OF PUBLIC SAFETY, and their present, future and former agents, servants, employees, including OFFICER NATHAN SEARLE, employers, successors, assigns, representatives, and insurers (hereinafter collectively referred to as "RELEASEE") of and from any and all claims or causes of action of whatever kind or nature which RELEASOR has or might have involving physical injuries, personal injuries, emotional injuries, punitive damages, and attorney's fees and costs pursuant to federal or state law, whether known or unknown and whether developed or undeveloped, arising out of, resulting from or attributable in whole or in part to any incident(s) or act(s) which occurred as a result of the arrest and detention of RELEASOR on April 18, 2013, and the subsequent prosecution stemming out of that arrest. This Release specifically includes all claims for relief found in the cases Jerry Martinez v. The State of New Mexico, New Mexico Department of Public Safety and New Mexico State Police Officer Nathan Searle Case Numbers D-101-CV-2013-02712 and 13-cv-1136 KBM/SMV.

RELEASOR hereby acknowledges full settlement and satisfaction of any claims of whatever kind and character which they have or may have against RELEASEE by reason of the above-mentioned damages, losses, injuries, costs or fees. RELEASOR further understands that RELEASEE, by agreeing to this compromise and settlement, does not admit liability of any kind, that liability has at all times been denied, and that the settlement evidenced by this Release is a compromise to avoid further expense of litigation and to terminate all controversy and/or claims against RELEASEE of whatever nature, known or unknown, including further developments thereof in any way growing out of or connected with the incidents or matters described herein,

and that said settlement is not and cannot be construed as an admission of liability or as evidence of liability of any nature whatsoever on behalf of RELEASEE, nor shall this Release be admissible in evidence in any judicial or quasi-judicial proceeding, except for the purpose of enforcing this Release.

RELEASOR further acknowledges that no representation of fact or opinion have been made by RELEASEE or by anyone on its behalf to induce this settlement, and that RELEASEE has made no agreement of any kind or promise to do or omit to do any act or thing not herein set forth.

RELEASOR expressly represents and declares that notwithstanding the damages or injuries known at this time or which may be subsequently discovered by him or any changes in the law or interpretations of the law which may occur, compensation for all unknown damages sustained by RELEASOR as a result of the aforesaid incidents or matters is included in the compensation paid for in this Release, and that no further claims whatsoever can or will be made, including any claims for attorney's fees and costs, if any, pursuant to federal or state law.

RELEASOR hereby declares and represents that in agreeing to this Release, he is relying on his own judgment and the judgment of his attorney, and that he has not been influenced to any extent whatsoever in agreeing to this Release by any representations or statements by RELEASEE or its attorneys.

RELEASOR further understands and agrees that the alleged injuries and damages he sustained may be permanent and progressive and that recovery from them is uncertain and indefinite, and in making this Release and Agreement, it is understood and agreed that RELEASOR is relying upon his own judgment and the judgment of his attorney regarding the nature, extent and duration of said injuries.

RELEASOR HAS READ THE FOREGOING RELEASE AND FULLY

UNDERSTANDS IT.

RELEASOR:

*Jerry Martinez*

JERRY MARTINEZ

STATE OF NEW MEXICO

COUNTY OF

*Quay*

) ss.  
)



OFFICIAL SEAL  
DAPHNE K. KIRBY  
NOTARY PUBLIC - STATE OF NEW MEXICO  
My commission expires: 8-28-2014

This Full and Final Release of All Claims and Indemnity Agreement was acknowledged before me this 1<sup>st</sup> day of March, 2014, by JERRY MARTINEZ.

My Commission Expires:

8-28-2014

Notary Public

*Daphne Kirby*

Reviewed and approved:

By: